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4-23-1978

## Food Fair, Inc. and Retail Clerks Union, Retail Clerks International Association, AFL-CIO, Local 1625 (1978)

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**Food Fair, Inc. and Retail Clerks Union, Retail Clerks International Association,  
AFL-CIO, Local 1625 (1978)**

Location

South FL

Effective Date

4-23-1978

Expiration Date

4-25-1981

Number of Workers

1500

Employer

Food Fair, Inc.

Union

Retail Clerks Union

Union Local

1625

NAICS

44

Sector

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Item ID

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# AGREEMENT

BETWEEN

**RETAIL CLERKS**  
International Association,

**LOCAL No. 1625**

**AFL-CIO**

AND

**FOOD FAIR STORES, INC.**

Effective: April 23, 1978

Expiration: April 25, 1981



X-4/81

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## **AGREEMENT**

This Agreement made and entered into this 2nd day of July, 1978, by and between FOOD FAIR, INC. of Miami, hereinafter referred to as the Employer, and the RETAIL CLERKS UNION, LOCAL No. 1625, chartered by RETAIL CLERKS INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the Union, and any renewal or extension thereof, shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

### **ARTICLE 1**

#### **Intent and Purpose**

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial relationship between the Employer and the Union and so set forth herein rates of pay, hours of work, and working conditions to be observed between the parties.

### **ARTICLE 2**

#### **Coverage**

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for a unit consisting of all employees in the Employer's present and future retail food stores, and in the present and future retail food stores of any subsidiary under any trade name operated and controlled by the Employer in the counties of Dade, Broward, Monroe, St. Lucie, Palm Beach, and the City of Stuart, State of Florida, with respect to rates of pay, wages, hours and all other conditions of employment EXCEPT employees working in the meat department of the Employer's retail stores, Store Managers, Assistant Store Managers, and security personnel.

### **ARTICLE 3**

#### **Union Security Provision**

SECTION 1. If, during the life of this Agreement or any renewal or extension thereof, the laws of the State of Florida and/or the U.S. Government are changed or amended to make Union-Shop Agreements valid, such an agreement as set forth in the following paragraph shall become effective immediately and become a part of this Agreement or any renewal or extension thereof.

It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

#### **Agency Shop Clause**

SECTION 2. "Employees shall have the right to voluntarily join or refrain from joining the Union. Employees who choose not to join the Union, however, and who are covered by the terms of this contract, shall be required to pay as a condition of employment, an initial service fee and monthly service fees to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the employees in the appropriate bargaining unit. The aforesaid fees shall be payable on or before the first day of each month, and such sums shall in no case

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exceed the initiation fees and the membership dues paid by those who voluntarily choose to join the Union. Other than the payment of these service fees, those employees who do not choose to join the Union shall be under no further financial obligations or requirements of any kind to the Union." It shall also be a condition of employment that all employees covered by this Agreement shall on the thirty-first (31st) day following the beginning of such employment or the effective date of this Agreement, whichever is later, pay established initial and monthly service fees as shown above.

#### ARTICLE 4

##### Management

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The management of the business and the direction of the employees, including the right to plan, direct, and control store operations, hire, suspend or discharge for just cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to introduce new or improved methods or other facilities and the right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer, provided that this right shall not be used for the purpose of discrimination against any employee.

#### ARTICLE 5

##### Non-Discrimination

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The Employer agrees it will not discriminate against any employee because of union membership, or because of any union activity, or because of race, color, religion, sex or natural origin.

#### ARTICLE 6

##### Grievance and Arbitration Procedure

SECTION 1. The Employer and the Union shall make a sincere effort to settle promptly any differences, disputes or complaints arising over the interpretation or application of the contents of this Agreement through the following steps:

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STEP ONE: By conference between the aggrieved employee, the Steward, and/or union business agent, and the store manager within seven (7) working days after the occurrence of the grievance. Wage claims will not be restricted to the above time limit. If the grievance is not settled within three (3) days, it shall be processed in Step Two.

STEP TWO: By conference between the Steward and/or business agent with the store manager and district manager within ten (10) days of the occurrence of the grievance. If the grievance is not settled within three (3) days, it shall be processed in Step Three.

STEP THREE: The Union shall submit in writing all pertinent facts pertaining to the grievance to a representative in the Industrial Relations Department within five (5) days from Step Two. If the grievance is not settled within five (5) days, it shall be referred to arbitration.

SECTION 2. (a) The Union and the Employer each shall appoint a representative to meet in an effort to settle the grievance. If the representative of the Union and the representative of the Employer fail to settle satisfactorily the complaint within forty-eight (48) hours, those two persons will attempt to agree on a local arbitrator and if unable to agree they shall request the Federal Mediation and Conciliation Service to provide a panel of persons from which an Arbitrator shall be selected by alternative striking by the two representatives.

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This Arbitrator so selected shall constitute the Board of Arbitration, and his decision shall be binding on both parties. The expense incurred in the arbitration proceedings such as hearing room, stenographer, transcript for each party and the Arbitrator's fees shall be divided equally between the Union and the Employer.

(b) The Arbitrator or Board of Arbitration shall have no right to modify, amend, or add to the terms of this Agreement or to require of the Company, the Union, or any employee of the Company any act which he is not required by law or by this Agreement to perform.

SECTION 3. No grievance shall be considered unless the procedure outlined above is followed. Under all circumstances, an employee or the Union must give the Employer notice in writing of intention to contest a discharge or disciplinary action within five (5) days from the date on which the Union has received written notice of the discharge or disciplinary action. If such notice is not so given, the aggrieved party and the Union shall be deemed to have waived its rights or their rights to arbitration.

SECTION 4. Upon request, the Store Manager will grant to any accredited Union representative the right to communicate with the employees of the store.

SECTION 5. The Employer shall have the right to call a conference with the Steward or Representative of the Union for the purpose of discussing grievances, criticisms or other problems.

## ARTICLE 7

### Discharge - Demotion - Promotion

SECTION 1. The power of discharge and discipline for just cause, to promote and demote, lies with the Employer. It is agreed that this power shall be exercised with justice with regard to the right of the employees and that this power will not be used to discriminate against any employee.

SECTION 2. The power to discharge and discipline for just cause, to promote and demote, shall be subject to the grievance procedure. If such grievance is decided in favor of the employee, he shall be entitled to reinstatement and if the Arbitrator decides that the employee is entitled to pay for lost time, such pay will not exceed the straight time pay for the basic work week.

SECTION 3. The Employer will give the Union notice of all discharges and layoffs within one (1) week after the employee's discharge or layoff. Notices shall be mailed to the Union headquarters.

## ARTICLE 8

### Stewards

SECTION 1. It is understood that the Stewards of the Union, at all times shall be regular full-time employees, and the Union shall furnish the Employer with a complete list of Stewards, which shall be supplemented from time to time as may be necessary. Exceptions may be made by mutual consent.

SECTION 2. The Stewards or other individual employees covered hereby shall not be considered agents of the Union for the purpose of calling strikes or causing shutdowns or in any other way interfering with the normal operations of the store.

SECTION 3. On layoffs and transfers, Stewards shall enjoy super-seniority. The Steward in each store shall be the last employee to be transferred or laid off, except that by agreement between the Union and the Employer, a Steward may be transferred. The Union agrees that it will not appoint Stewards to avoid pending transfers.

## ARTICLE 9

### Absenteeism, Tardiness and Company Rules

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SECTION 1. The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, and conduct on the job.

SECTION 2. The Union agrees to cooperate in the correction of inefficiencies of members which might otherwise necessitate discharge.

SECTION 3. The Union and its members agree to make an earnest effort to recommend new employees to the Employer and to aid in decreasing labor turnover in the stores.

SECTION 4. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

## ARTICLE 10

### Effect of Invalidity

SECTION 1. The parties hereto agree that should any Article, part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective or unenforceable, said Article, part or paragraph shall not effect the validity and enforceability of any other Article, part or paragraph hereof, and the remainder of this Agreement shall continue in full force and effect.

SECTION 2. The parties also agree to renegotiate any Article, part or paragraph of the Agreement that has been declared unlawful, invalid, ineffective or unenforceable as specified above.

## ARTICLE 11

### Vacations

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10

SECTION 1. A vacation of one (1) week with pay, shall be granted to all regular full-time employees with at least one (1) year, but less than two (2) years of continuous service on the job with Employer.

SECTION 2. A vacation of two (2) weeks with pay, shall be granted to all regular full-time employees with two (2) years or more of continuous service on the job with Employer.

SECTION 3. A vacation of three (3) weeks, with pay, shall be granted to all regular full-time employees with ten (10) years or more of continuous service on the job with Employer. Employees shall take two (2) weeks of the three (3) weeks vacation during consecutive weeks. The third (3rd) week need not be consecutive, but shall be scheduled by mutual agreement with the Employer.

SECTION 4. A vacation of four (4) weeks with pay shall be granted to all regular full-time employees with fifteen (15) years or more of continuous service on the job with the Employer. Employees shall take three (3) weeks of the four (4) weeks vacation during consecutive weeks. The fourth (4th) week need not be consecutive but shall be scheduled by mutual agreement with the Employer.

SECTION 5. Vacation pay is to be based on the regular weekly hours multiplied by the straight time hourly rate for all regular full-time employees.

SECTION 6. An employee shall become eligible for vacation following his anniversary date of employment and may receive his vacation at any time

G-38-43  
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between March 1st and October 31st, but not later than his succeeding anniversary date of employment.

**SECTION 7.** In the event the services of an employee are terminated for any reason, voluntary or involuntary, except discharge because of dishonesty, after the vacation has been earned but before it has been received, there shall be paid to such employee salary covering the period of vacation to which he is entitled upon termination of services.

**SECTION 8.** Employees are entitled to receive their vacation pay at the beginning of their vacation period.

**SECTION 9.** Employees who, having qualified for a vacation, become disabled prior to having received their vacation, may upon request to the Company receive their vacation pay.

**SECTION 10.** Every reasonable effort shall be made to schedule vacation dates in line with the employee's desire, but subject to the needs of the business. Employees shall be given the opportunity to choose vacation dates on the basis of their length of service.

**SECTION 11.** Employees entitled to vacation will not be allowed to take money instead of vacation.

**SECTION 12.** If a holiday falls during an employee's vacation period, said employee shall receive one (1) extra day off with one (1) day's pay at his straight time hourly rate.

**SECTION 13.** An employee working for a competitor (grocery and/or meat) during his vacation period shall be considered to have voluntarily quit his employment with the Company.

**SECTION 14.** Regular part-time employees working thirty (30) hours or more per week consistently during the year, shall be considered as regular full-time employees for the purpose of vacations and holidays.

**SECTION 15.** In consideration of continuity of service, absence from work, for a total of sixty (60) calendar days, due to sickness or excused absence during any one (1) anniversary year, shall be considered a break in service but will affect only the particular vacation year in which the break occurred. In the case of injury while in the service of the employer, an employee may absent himself from work up to one (1) year based on medical proof which will only be construed as a break in service for the particular vacation year or years affected. Employees who are absent in excess of sixty (60) calendar days, and who are eligible for one (1) or more weeks of vacation, shall forfeit one (1) week vacation in that given anniversary year. Employees who are eligible for two (2) or more weeks vacation and who are absent from work more than one-hundred-twenty (120) calendar days, shall forfeit two (2) weeks vacation in that given anniversary year. Employees who are eligible for three (3) or more weeks vacation and who are absent from work for more than one-hundred-eighty (180) calendar days, shall forfeit all vacation in that given anniversary year.

**SECTION 16. VACATION FOR PART-TIME EMPLOYEES.** Part-time employees shall be entitled to a vacation on or after each anniversary date of their employment prorated on the basis of the average weekly straight time hours worked during the preceding year, according to the vacation formula set forth above and subject to the same conditions as pertain to full-time employees.

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## ARTICLE 12

### Holidays

SECTION 1. All full-time employees with thirty (30) days of service covered by this Agreement shall be entitled to the following legal holidays, or days legally celebrated in lieu thereof:

New Years Day  
Memorial Day  
Fourth of July  
Labor Day

Thanksgiving Day  
Christmas Day  
Birthday Holiday (see Section 9)  
Personal Holiday (see Section 8)

SECTION 2. A full-time employee who works his scheduled day before and his scheduled day after one of the holidays listed above shall receive eight (8) hours pay at his straight time hourly rate.

SECTION 3. An absence due to proven illness on the employee's scheduled work day before or after the holiday shall not disqualify the employee for his holiday pay.

SECTION 4. An employee who worked on any of the holidays listed above shall be paid one and one-half (1½) times his regular rate of pay for all hours worked on the holiday, and in addition, he shall receive the holiday pay provided for in paragraph two (2) above if he qualifies for such holiday pay.

SECTION 5. The work week during which any of the above specified holidays fall shall be thirty-two (32) hours for all regular full-time employees covered by this Agreement.

SECTION 6. The holiday period shall be considered as starting at midnight and ending at midnight.

SECTION 7. **HOLIDAYS FOR PART-TIME EMPLOYEES**—If one (1) of the above holidays falls on a day on which a part-time employee with three (3) months or more of continuous service with the Employer, is regularly scheduled, he will be paid four (4) hours holiday pay at his straight time hourly rate, provided he works his scheduled work day before and his scheduled work day after said holiday, and provided he works at least one (1) day in the holiday week.

SECTION 8. Full-time employees with one (1) or more years of service shall be eligible for one (1) personal holiday. No more than one (1) employee shall be scheduled for a personal holiday in a week within a store. If two (2) or more employees in the same store request paid personal holiday in the same week, seniority will prevail. No personal holiday shall be scheduled in a holiday week or the week prior to a holiday week and all personal holidays will be scheduled in accordance with the needs of the business.

SECTION 9. A Birthday Holiday shall be granted to each full-time employee with one (1) year of continuous service, on his actual birthday, except if the employee's birthday:

**Falls on:**

1. Sunday
2. Employee's day off
3. One of above holidays.
4. Another employee's birthday with more seniority
5. Week of holiday listed above or prior week

**The Holiday will be granted on:**

1. Monday of same week
2. Another day in same week
3. Another day in following week
4. Another day in following week
5. Another day in week following holiday week

When the employee's Birthday Holiday cannot be scheduled on his actual birthday, it shall be scheduled with the mutual consent of the Employer and employee in accordance with the above.

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## ARTICLE 13

### Leave for Pregnancy

SECTION 1. A pregnancy leave of absence shall be granted to any employee who has completed at least one (1) year of continuous service. The pregnancy leave of absence shall begin at a time, prior to childbirth, that the employee's doctor determines that she should no longer work. In the event of a disagreement, the Employer's doctor may be requested to determine when she may no longer work. If there is further disagreement, then a third and impartial doctor will examine the employee and determine when she may no longer work. The expense of this third examination will be shared equally between the Union and the Employer.

SECTION 2. In returning to work she shall be returned to the store from which she left provided her length of service is greater than employees in similar job classifications at work in the store.

SECTION 3. When returning from the leave, she must give the Personnel Office fifteen (15) days notice of her desire to return to work.

## ARTICLE 14

### Union Leave of Absence

SECTION 1. Any employee in the bargaining unit who is elected or appointed to a paid office in the Union, shall be granted a leave of absence, and upon the termination of said position in the Union shall be reinstated to his former position, plus such additional benefits that may be applicable in addition to his full seniority rights and privileges.

SECTION 2. The maximum period of absence permitted will be one (1) year subject to renewal and extension for additional periods of only one (1) year. Renewal periods may be extended only through the joint and mutual consent of both the Union and the Employer.

SECTION 3. The Union shall notify the Employer of any change in the employees status with the Union and said employee must request reinstatement to his former position not later than fifteen (15) days after the Employer receives notification from the Union.

SECTION 4. The Employer agrees to permit no more than four (4) employees leave of absence without pay, in order to attend a Union conference or convention to which said employee may have been elected or appointed, provided there is no more than one (1) employee from any one (1) store. The Union will notify the Employer the names of the delegates in advance in order that their jobs may be adequately covered during such leave of absence.

## ARTICLE 15

### Leave of Absence

SECTION 1. Any employee with more than six (6) months of service desiring a leave of absence from the job because of illness or other legitimate reasons, must secure written permission from the Employer's Personnel Office, with a copy mailed to the Union.

SECTION 2. The length of absence is to be agreed upon by the Employer and the employee.

SECTION 3. Failure to return to work in accordance with the pre-arranged time off shall result in the complete loss of seniority right to the employee so involved.

SECTION 4. Any employee shall be excused for up to five (5) days for an emergency leave of absence from work in the case of serious illness or injury of the employee or sudden death in the employee's immediate family provided that the employee shall make every reasonable effort to notify the Employer within twenty-four (24) hours of the commencement of said leave. It will be the responsibility of the employee to furnish the Employer with adequate proof of the need for the Emergency Leave of Absence on his return to work.

## ARTICLE 16

### Hours

SECTION 1. The hours of work for each employee shall be scheduled by the Employer.

SECTION 2. The Employer shall post a work schedule showing employees full name, for all employees, no later than 4:00 P.M., Friday for the following week. Such schedule shall be posted outside the office and in a place accessible to the Union Representatives.

SECTION 3a. The maximum straight time work week shall consist of forty (40) hours to be worked in five (5) days within the calendar week.

SECTION 3b. The maximum straight time work day shall consist of nine (9) hours. This provision may apply for no more than two (2) days per week.

SECTION 3c. Overtime is defined as work in excess of straight time work day and/or work weeks described above. Overtime work shall be paid for at one and one-half (1½) times the employee's regular hourly rate of pay.

SECTION 4. The five (5) day work week does not have to be consecutive days.

SECTION 5. All full-time employees shall be paid time and one-half (1½) for all work performed on the sixth (6th) day in a work week.

SECTION 6. Any employee called into work on his scheduled day off shall be paid at the rate of time and one-half (1½) except in cases of epidemics, or storms, or other acts of God. This provision does not apply to part-time employees, however, all other overtime provisions shall apply.

Part-time employees will cooperate with the Company by working unscheduled hours. The Company will not discriminate against a part-time employee if he cannot work unscheduled hours for good reason. The Employer may schedule part-time employees six (6) days per week.

SECTION 7. No employee shall be required to accept time off as compensation for overtime worked.

### SECTION 8.

- (a) A full-time employee scheduled to work on a particular day shall be guaranteed the scheduled hours for that day, provided he reports to work as scheduled.
- (b) Any employee, except students reporting for work as requested at a time other than scheduled, shall be guaranteed four (4) hours work or four (4) hours pay in lieu thereof.
- (c) School students, working AFTER school, shall be guaranteed two (2) hours work or two (2) hours pay in lieu thereof. On non-school days said students shall be guaranteed four (4) hours work.

SECTION 9. There shall be no pyramiding of overtime.

SECTION 10. There shall be no tolerance time. Employees will be paid for all time worked.

SECTION 11. The work week shall run Monday through Saturday inclusive.

SECTION 12. Any employee called in on Sundays and holidays shall be guaranteed (5) hours work or pay in lieu thereof.

SECTION 13. No employee shall be required to work a split shift schedule.

#### ARTICLE 17

##### Previous Benefits

No employee shall suffer a reduction in wages in any classification or an increase in hours or reduced vacation time or split shift by any provision of this Agreement or the signing thereof.

#### ARTICLE 18

##### Check-Off

SECTION 1. The Employer will deduct Union initiation fees and dues on the fourth (4th) Saturday of each month from the pay of the employees who are members of the Union, and who individually and voluntarily certify in writing an authorization for such deductions in the amount certified by the local union to be due and owing. The Employer shall forward same to the Executive Officer of the Local Union immediately following such deductions. The check-off authorization form to be used by the Union and recognized by the Company:

##### Check-Off Authorization Form

I, (employee's name) hereby voluntarily authorize (Company's Name) to deduct my initiation fee, and regular monthly dues as duly established from time to time by the Retail Clerks International Union, AFL-CIO, Local No. 1625, from my pay check on the fourth (4th) Saturday of each month, and deliver such initiation fee and dues to the aforementioned Local Union.

This authorization shall continue to be in effect for the term of this contract between the Employer and the Union, or one (1) year, from execution of check-off and shall automatically continue from year to year unless revoked in writing by the undersigned to the Employer, and the Union not more than fifteen (15) days nor less than ten (10) days prior to anniversary date of check-off authorization.

It is understood that the Employer's responsibility for the performance of this service is strictly limited to the delivery of such dues and initiation fees to the Retail Clerks Union, Local No. 1625.

Address \_\_\_\_\_ Signed \_\_\_\_\_

City \_\_\_\_\_ Date \_\_\_\_\_

Telephone \_\_\_\_\_ Store No. \_\_\_\_\_  
Full-Time ( ) Part-Time ( )

#### ARTICLE 19

##### Health and Welfare

SECTION 1a. Effective the first of the month following ratification of this Agreement, the Employer agrees to contribute seventy dollars (\$70.00) per month per full-time employee (as herein defined) to the Retail Clerks Union and Employer's Insurance Fund of Florida.

Effective August 1, 1979, the Employer agrees to contribute eighty-two dollars (\$82.00) per month per full-time employee (as herein defined) to the Retail Clerks Union and Employer's Insurance Fund of Florida.

Effective August 1, 1980, the Employer agrees to contribute ninety-three dollars and fifty cents (\$93.50) per month per full-time employee (as herein defined) to the Retail Clerks Union and Employer's Insurance Fund of Florida.

**SECTION 1b.** Improvements in the benefit levels of the Health & Welfare Program must be agreed upon between the Union and the Company, before such improvements are put into effect.

**SECTION 1c.** The Trustees of the Retail Clerks Union and Employer's Insurance Fund of Florida shall provide the following improvements for all full-time employees and covered dependents effective on the date indicated:

- (1) Effective August 1, 1978, the maximum under the Major-Medical coverage shall be increased from \$10,000 to \$25,000 per lifetime.
- (2) Effective August 1, 1978, the Major-Medical Plan shall be amended so that the includable daily room and board charge with respect to private room and board accommodations shall be the standard semi-private rate plus \$5.00.
- (3) Effective August 1, 1979, the Hospital Expense Benefit allowance (Maximum Additional Charges Benefit) shall be increased from \$400 per hospital confinement to \$500 per hospital confinement.

**SECTION 2.** Full-time employees eligible for Health & Welfare benefits shall mean those employees who have worked an average of thirty-two (32) hours or more per week for a period of eight (8) consecutive calendar weeks (256 hours). Such an employee becomes eligible for Health & Welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) and such date shall hereinafter be referred to as his eligibility date.

**SECTION 2a.** Effective February 1, 1979, full-time employees eligible for Health & Welfare benefits shall mean those employees who have worked an average of thirty (30) hours or more per week for a period of eight (8) consecutive calendar weeks (240 hours). Such an employee becomes eligible for Health & Welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (240 hours) and such date shall hereinafter be referred to as his eligibility date.

**SECTION 3.** Such Health & Welfare Trust Fund shall be a jointly administered Employer and Union Trust Fund.

**SECTION 4.** Contributions to the Health & Welfare Trust Fund shall be discontinued as of the first of the month following:

- (a) A layoff or leave of absence of thirty (30) calendar days or more except as otherwise provided below:
- (b) The employee's ceasing to be an eligible employee due to his failure to work an average of thirty-two (32) hours or more per week for eight (8) consecutive calendar weeks (256 hours).
- (c) Effective February 1, 1979 the employee's ceasing to be an eligible employee due to his failure to work an average of thirty (30) hours or more per week for eight (8) consecutive calendar weeks (240 hours).

## **ARTICLE 20**

### **Injury on the Job**

**SECTION 1.** An employee who suffers a compensable injury and is sent home by the attending physician, or the Employer, shall be paid for the time lost on that particular scheduled shift or that work day.



SECTION 2. Should the employee's on the job injury extend through a period for which he will be paid back through the first seven (7) day waiting period, the employee will reimburse the Company for the first week's compensation.

SECTION 3. In the interest of the welfare and protection of the employee and Employer, it shall be the responsibility of the employee to immediately notify the Store Manager, or in his absence the Employee in Charge, of any on the job injury requiring medical assistance and to report prior to the end of the scheduled work day any on the job injury only requiring the use of First Aid materials as provided in the store.

## ARTICLE 21

### Seniority

SECTION 1. Seniority shall be defined as the length of continuous employment with the Employer. Under this definition, the last employee hired shall be the first to be laid off provided the employee has the ability to perform the available work. Recall to work shall be governed by the same principles of seniority.

SECTION 2. Full-time and part-time seniority shall be maintained separately. Full-time employees going to part-time shall go to the top of the part-time seniority roster. When additional full-time help is needed, such help will be secured from the top of the part-time seniority list. Part-time help will be given full-time preference when needed on the basis of seniority provided he has the ability to perform the available work.

SECTION 3. Seniority shall be considered lost:

- (a) If an employee is laid off for a period exceeding six (6) months.
- (b) If he fails to report for work for three (3) consecutive working days without notifying the Employer, unless it was impossible or unreasonable to do so.
- (c) If he is duly discharged by the Employer.
- (d) If he voluntarily quits.
- (e) If he is recalled after layoff and fails to report for work within four (4) working days. Such call back and notification shall be, by certified mail, sent to the employee's last known address on file with the Employer. Copy of recall notice shall be mailed to the Union.

SECTION 4. New employees shall be employed on a trial basis for thirty (30) days. During the trial period, new employees may be discharged or laid off at the sole discretion of the Employer without recourse to the grievance procedure and without reference to seniority and without obligation to rehire such employee.

By mutual agreement with the Union, the Employer may extend the thirty (30) day probationary period to sixty (60) days.

SECTION 5. The Employer shall prepare a seniority list showing the names, classifications, rates and employment dates of all employees in the bargaining unit, the list to be made available to the Union at the signing of the Agreement, and the Employer shall furnish to the Union a weekly supplemental list showing all deletions or additions to the seniority list.

SECTION 6. In the event of a layoff for lack of work, employees shall be laid off first by stores, and then by districts. Stores No. 241 and No. 208 for the purpose of layoff shall be considered a separate district.

## ARTICLE 22

### Sunday Work

SECTION 1. All Sunday work will be paid for at the rate of time and one-half ( $1\frac{1}{2}$ ) the regular rate of pay, and there will be no reduction in the work week of employees who perform Sunday work.

SECTION 2. It will be the policy of the Employer to distribute such Sunday work on an equitable basis to those employees within a store, consistent with the needs of management in the proper operation of the store. There will be no discrimination against employees who refuse to work on Sundays, and such Sunday work will be on a voluntary basis, except that if there are not sufficient volunteers available for Sunday work, the Employer will have the right to schedule the least senior employees within the classification needed. The Employer, before scheduling the least senior employee, will endeavor to secure voluntary help in the classification needed from other stores within a District.

## ARTICLE 23

### Rest Periods

The Employer agrees that every employee shall be granted a fifteen (15) minute rest period during each four (4) hours, or major fraction thereof, of work not to exceed two (2) in any one (1) work day.

## ARTICLE 24

### Meal Periods

The Employer may schedule an employee up to one (1) hour for lunch, or one-half ( $\frac{1}{2}$ ) hour for lunch and one-half ( $\frac{1}{2}$ ) hour for supper per day. No employee shall work more than five (5) hours without a meal period.

## ARTICLE 25

### Transfers

SECTION 1. In the event of any temporary transfer of any employee from one store to another during the same work day resulting in additional traveling fare over the regular fare paid by such employee, such employee shall continue to pay the regular fare and the Employer agrees to pay one additional fare up to a maximum of one dollar and twenty-five cents (\$1.25) per trip or two dollars and fifty cents (\$2.50) per round trip for any one (1) day. All further additional fares to be paid for by the employee.

SECTION 2. No employee shall be required to take a transfer to a store outside the jurisdiction of the district manager's area, except by mutual consent of the employee and the Employer with a copy to the Union.

## ARTICLE 26

### Tools

SECTION 1. All tools and equipment shall be furnished by the Employer.

SECTION 2. Uniforms shall be handled as provided by the Employer heretofore, except that two (2) "wash and wear" frocks per year will be furnished to the female full-time employees, (in this case, the female employees will launder their own frocks), and a free tie will be furnished each male employee. (If the tie is worn out and turned in to the Employer, it will be replaced. If it is lost, the employee will buy a replacement).



## **ARTICLE 27**

### **Union Store Card**

The Union agrees to furnish to the Employer at least one (1) union store card for each of the Employer's stores covered by this Agreement to be displayed on such public portion of the premises as the Employer may select. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

## **ARTICLE 28**

### **Voting Time**

During the General Elections (National and State) employees shall be granted reasonable time off, with pay, to vote, providing time off is necessary. Employee shall show proof of voting registration if required by Employer.

## **ARTICLE 29**

### **Bulletin Boards**

The Employer will provide a bulletin board in each store. The Union may post notices necessary for conducting Union business with prior approval of the Employer.

## **ARTICLE 30**

### **Jury Duty**

An employee who is called to jury duty shall receive the difference between jury duty pay and his base pay for those days on which he actually serves, providing he returns to his regular job on those days on which he does not serve.

## **ARTICLE 31**

### **Funeral Leave with Pay**

SECTION 1. In the case of the death of a parent, child, spouse, brother or sister, mother-in-law or father-in-law, grandparent or grandchild of a regular full-time employee (as defined in ARTICLE 11, SECTION 14) requiring the absence of said employee from his regular scheduled assignment for the purpose of preparing for and/or attending the funeral, then such employee shall be granted a leave of absence of up to three (3) days.

SECTION 2. Where the employee's normal time off (vacation, holidays, designated day off, etc.) falls within the three (3) day period, he will not receive pay for three (3) days, but only for those days which are normally scheduled for work. Under no circumstances, however, shall the application of this clause result in a change in the employee's basic weekly salary.

## **ARTICLE 32**

### **Separation Pay**

Any full-time employee separated from the Company for any reason other than proven dishonesty or quitting shall receive three (3) days notice or three (3) days pay in lieu thereof.

## **ARTICLE 33**

### **Previous Experience**

Previous verified self-service and/or supermarket experience or its equivalent of any new employee shall be recognized. The applicant for employment shall be placed in the wage bracket for which the applicant's previous experience

qualifies him or her. In order to receive credit for previous experience the applicant must state his experience at the time of being interviewed for employment and substantiated by the Employer.

Falsifying the application shall be grounds for discharge of the employee.

If within a reasonable time, sixty (60) days, no previous experience qualification has been verified, the Union and the Company shall evaluate the employee's ability and qualifications to perform the work by testing, and set the rate accordingly as established in this agreement. If within sixty (60) days from the date the rate is set, no verification has been provided from the previous employer or employers, then the established rate set by the parties shall stand and no other claims shall be made against the Employer by the employee.

Previous part-time experience would be given full credit for part-time work, however, previous part-time experience will be given only fifty percent (50%) credit for full-time work.

#### **ARTICLE 34**

##### **Company Meetings**

All employees required to attend Company called meetings shall be compensated at their straight time hourly rate. Employees not scheduled to work immediately after the meeting shall get a minimum of one (1) hour of straight time pay.

#### **ARTICLE 35**

##### **Strikes and Lockouts**

During the term of this Agreement, the Union agrees that its members will not engage in any strike, slow-down, picketing, boycott or other stoppage of work, and the Employer agrees not to engage in any lockout. If any kind of work stoppage occurs it shall be the duty of both the Company and the Union to instruct the employees to return to work immediately. The Company shall have the right, in its discretion, to discipline or discharge any employee who fails to do so.

The Union agrees that its members will not refuse to cross a picket line until it is duly authorized by the Local Union, and that a picket line shall not be recognized until the Company is officially notified in writing at least 48 hours in advance of such action. If any employee fails to cross an unauthorized picket line, the Company shall have the right, in its discretion, to discipline or discharge such employee.

#### **ARTICLE 36**

##### **First Aid Kit**

The Employer shall install and keep supplied a first aid kit in each store, in such a place convenient and accessible to the employees in event of an accident or emergency which requires medical attention.

#### **ARTICLE 37**

##### **Retroactivity**

Wage increases under this contract shall be retroactive to April 23, 1978.

#### **ARTICLE 38**

##### **Merit Raises**

No individual wage adjustment shall be made by the Employer except after consultation with, and consent of the Union, except as otherwise provided for in this Agreement.

#### **ARTICLE 39**

##### **Military Leave**

The law governing leave of absence for military service shall prevail. and failure to abide by such law shall also be considered as a violation of this Agreement.

# ARTICLE 40

## Wages

### SECTION 1. NEW FULL-TIME EMPLOYEE WAGE SCHEDULE

CLASSIFICATION	4/23/78		4/22/79		2/24/80	4/27/80		8/24/80	2/22/81
	Wk.	Hr.	Wk.	Hr.		Wk.	Hr.		
<b>DEPARTMENT MANAGER</b>									
1st 6 mo. ....	216.56	5.414	224.56	5.614	C	232.56	5.814	C	C
2nd 6 mo. ....	223.10	5.5775	231.10	5.7775	O	239.10	5.9775	O	O
3rd 6 mo. ....	229.63	5.74075	237.63	5.94075	L	245.63	6.14075	L	L
4th 6 mo. ....	233.55	5.83875	241.55	6.03875	A	249.55	6.23875	A	A
Thereafter ...	236.17	5.90425	244.17	6.10425		252.17	6.30425		
<b>HEAD CASHIER</b>									
1st 6 mo. ....	194.33	4.85825	202.33	5.05825	C	210.33	5.25825	C	C
2nd 6 mo. ....	196.95	4.92375	204.95	5.12375	O	212.95	5.32375	O	O
3rd 6 mo. ....	199.57	4.98925	207.57	5.18925	L	215.57	5.38925	L	L
4th 6 mo. ....	204.79	5.11975	212.79	5.31975	A	220.79	5.51975	A	A
Thereafter ...	211.33	5.28325	219.33	5.48325		227.33	5.68325		
<b>CLERK</b>									
1st 6 mo. ....	146.56	3.664	154.56	3.864	C	162.56	4.064	C	C
2nd 6 mo. ....	153.57	3.83925	161.57	4.03925	O	169.57	4.23925	O	O
3rd 6 mo. ....	164.09	4.10225	172.09	4.30225	L	180.09	4.50225	L	L
4th 6 mo. ....	173.42	4.3355	181.42	4.5355	A	189.42	4.7355	A	A
Thereafter ...	189.14	4.7285	197.14	4.9285		205.14	5.1285		
<b>PORTER</b>									
1st 6 mo. ....	132.55	3.31375	140.55	3.51375	C	148.55	3.71375	C	C
2nd 6 mo. ....	137.24	3.431	145.24	3.631	O	153.24	3.831	O	O
3rd 6 mo. ....	140.73	3.51825	148.73	3.71825	L	156.73	3.91825	L	L
4th 6 mo. ....	144.24	3.606	152.24	3.806	A	160.24	4.006	A	A
Thereafter ...	147.72	3.693	155.72	3.893		163.72	4.093		

# ARTICLE 40 - Continued

Full-time Night Grocery Clerks shall receive five dollars (\$5.00) per week above their day rate. Full-time Night Grocery Crew Chiefs shall receive ten dollars (\$10.00) per week above their day rate.

For work performed after 10:00 P.M. and prior to 7:00 A.M. clerks shall receive a night premium of 12½c per hour and Department Managers shall receive a night premium of 25c per hour.

SECTION 2a. The following across-the-board increases shall apply to all regular full-time employees on the payroll as of April 23, 1978, and still on the payroll as of ratification date:

## General across-the-board increases:

	4/23/78	4/22/79	4/27/80
Department Managers .....	25c	20c	20c
Head Cashiers .....	25c	20c	20c
Clerks .....	25c	20c	20c
Porters .....	25c	20c	20c

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## SECTION 2b. Full-time employees on payroll April 23, 1978

Employees below the new maximum of their job classification will receive the rate set forth in the appropriate progression based on their length of service; however, no employee will receive less than the across-the-board increase.

## SECTION 2c. Full-time employees hired after April 23, 1978

New full-time employees will receive wages on the basis of the progressions set forth above.

## SECTION 3. Part-time employees

- (a) All Part-time employees (including former Utility Clerks) hired after July 23, 1977 but on or before April 23, 1978 and who remain on the payroll at the time of ratification shall receive an immediate increase to the rate of \$3.4135 per hour retroactive to April 23, 1978. Such employees shall be increased thereafter to the specified rates on the dates indicated;

7/23/78	10/22/78	1/21/79
3.50 per hour	3.60 per hour	3.6635 per hour
Effective April 22, 1979 such employees shall be increased to \$4.03925 per hour and shall move up in the progression schedule for full-time clerks every nine (9) months thereafter.		

- (b) All other part-time employees hired on or before the new ratification date (working less than thirty (30) hours per week) will receive a wage increase of twenty-five cents (25c) per hour if he was on the payroll on April 23, 1978, and still on the payroll on the ratification date, and move up in the above appropriate progression schedule every nine (9) months; however, no employee will receive less than the across-the-board increase. Such part-time employees will receive the general wage increases applicable to full-time employees in 1979 and 1980.
- (c) Part-time employees hired after the new ratification date (working less than thirty (30) hours per week) will receive the following wages:

	4/23/78	4/22/79	4/27/80
Starting rate .....	3.00	3.20	3.45
After 9 months .....	3.05	3.25	3.50
After 18 months .....	3.10	3.30	3.55
After 27 months .....	3.15	3.35	3.60

If the Federal Minimum Wage Law is increased during the term of this agreement, the above starting rate shall be ten cents (10c) higher than the appropriate minimum hourly rate.

**SECTION 4.** Delete Full-time Utility Clerks and reclassify as Full-time Clerks. They will be paid the rate set forth in the appropriate progression based on their length of service. Delete Part-time Utility Clerks and reclassify as Part-time Clerks. They will be paid in accordance with above paragraphs 3(a) and 3(b).

**SECTION 5.** For promotion of clerk to department manager and for Clerk relieving a Department Manager, the employee will receive the minimum rate set forth for Department Managers or an increase of \$10.00 per week whichever is higher.

**SECTION 6.** For promotion of a clerk to head cashier or for such employee relieving a head cashier, the employee will receive the minimum rate for head cashiers or \$10.00 per week increase, whichever is higher.

**SECTION 7.** When a part-time employee is reclassified to full-time he or she will receive one-half ( $\frac{1}{2}$ ) credit for part-time work towards the next progression increase.

**SECTION 8.** In the event that attrition creates a department manager vacancy, the Employer and the Union will jointly discuss and decide whether such vacancy shall continue. The Union agrees to give due and proper consideration to the Employer's position in such matter. If the parties are unable to agree, said vacancy must be filled within thirty (30) days from the date the vacancy occurs.

## **ARTICLE 41**

### **Cash Register Clause**

Checkers, cashiers, handling cash, must have their own register till; no employee shall be responsible for shortages in a cash drawer unless he or she has been given the privilege of counting his cash and has been given his register readings before and after the cash has been counted. Only one (1) employee shall be empowered to ring up on a cash drawer for which he or she is responsible.

## **ARTICLE 42**

### **Pension**

**SECTION 1. (Funded Plan)** The Employer, at its exclusive expense, will continue to provide a funded pension plan for all regular full-time employees. This plan will comply in all respects with the Employees Retirement Income Security Act of 1974 (ERISA) including vesting after ten (10) years of uninterrupted Company service and pre- and post-retirement survivor benefits.

**SECTION 2. (Normal Retirement)** Normal retirement under this plan shall continue to be at age 65 and participants in the plan shall be entitled to receive benefit credit for each year of employment to age 65 only. Should a participant elect to continue in active employment beyond age 65, such participant shall receive no further benefit credit after age 65 shall have been attained and, upon the occasion of actual retirement thereafter, shall receive the same benefit which would have been received had retirement occurred at the end of the month in which the 65th birthday occurred.

### **SECTION 3. (Retirement Benefit)**

(a) The retirement benefit under this plan is to be calculated at the rate of seven dollars (\$7.00) per month for each year of benefit credit earned

based upon service with Food Fair, Inc., uninterrupted by a break in service.

- (b) Effective July 1, 1980, the retirement benefit under this plan is to be calculated at the rate of eight dollars and fifty cents (\$8.50) per month for each year of benefit credit earned based upon service with Food Fair, Inc., uninterrupted by a break in service.
- (c) The payment of such retirement benefit will be made on the first day of the month following the month in which retirement occurs, providing notice of intended retirement is given not less than sixty (60) days in advance, and will continue thereafter on the first day of each month for the duration of the life of the retiree, at least, and the life of the survivor in the event of the selection of a survivor benefit.

**SECTION 4. (Early Retirement)** A participant may elect to retire at any time after achievement of age 55 upon the completion of ten (10) years of uninterrupted benefit service, subject, however, to an actuarial reduction in the amount of one-half percent ( $\frac{1}{2}\%$ ) per month for each month by which such early retirement precedes the achievement of age 65.

#### ARTICLE 43

##### Cost of Living

To determine any cost of living adjustment or any cost of living allowance for full-time employees, the following provisions only shall apply during the term of this Agreement.

- 1.) During the period of this Agreement the cost of living adjustment, if applicable, shall be made on February 24, 1980, August 24, 1980, and February 22, 1981.
- 2.) Such adjustment shall be made based on percentage changes, if any, in the first published Consumer Price Index (New Series — For Urban Wage Earners and Clerical Workers) of the Bureau of Labor Statistics, U.S. Dept./Labor (1967 = 100) all Cities (hereinafter referred to as the C.P.I.) as of the prior July 1979 and January 1980, in the first instance, the prior January and July 1980, in the second instance, and the prior July 1980 and January 1981, in the third instance.
- 3.) If there is no percentage change in the C.P.I. requiring an adjustment in a different amount, the amount of the adjustment, if any, will continue in effect for an additional six (6) month period.
- 4.) To determine the allowance, if any, to be made under this paragraph, the percentage change in the C.P.I. level between the dates listed in paragraph 2 above shall be used and one percent (1%) change will be made for each full one percent (1%) change in the C.P.I.
- 5.) If, after an allowance has been in effect, pursuant to paragraph 2 above, the C.P.I. shall decrease, one percent (1%) shall be deducted for each one percent (1%) decrease in the C.P.I. below the level which the C.P.I. was required to reach in order to earn the last previous amount of allowance, provided that no deduction shall be made from the authorized wage rate.
- 6.) In the event that the C.P.I. for January, 1980, July, 1980, or January, 1981, have not been issued by the following February 24, 1980, August 24, 1980, or February 22, 1981, respectively, then any adjustments that are required will be made at the beginning of the first pay period after receipt of the C.P.I.
- 7.) The amount of any allowance in effect at the time shall be included in computing any payments under this Agreement which are based on the regular hourly rate.

- 8.) In the event the C.P.I. shall be revised or discontinued, and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Employer and the Union to determine what the C.P.I. would have been had it not been revised or discontinued, then the Employer and the Union will negotiate and agree upon an appropriate substitute for the C.P.I.
- 9.) The Cost of Living adjustment shall not become a fixed part of the base rate for any classification.
- 10.) The Cost of Living adjustment, if any, does not apply to employees hired after the effective date or dates of said adjustments.

#### ARTICLE 44

##### Expiration

The Agreement shall continue in effect from April 23, 1978, through April 25, 1981, and continue in effect from year to year thereafter unless either party notifies the other party sixty (60) days prior to expiration date, or any anniversary date thereafter, of their desire to terminate or open the Agreement for the purpose of Amendments and/or changes.

FOR THE EMPLOYER:

FOOD FAIR, INC.

FOR THE UNION:

RETAIL CLERKS UNION,  
LOCAL, No. 1625, AFL-CIO

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Leonard E. Slider

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Elia Mosesso

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Thomas C. Froeba

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Wallace E. Miller

---

Edward Goldman

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Ellwood W. Adams, Jr.



**PANTRY PRIDE SUPER MARKETS**

*A DIVISION OF FOOD FAIR, INC.*

**7000 N. W. 32nd AVENUE**

**MIAMI, FLORIDA 33147**

**(305) 966-0620**

**RETAIL CLERKS UNION LOCAL 1625**

*CHARTERED BY RETAIL CLERKS*

**1955 N. W. 17th AVENUE**

**MIAMI, FLORIDA 33125**

**(305) 325-0076 DADE**

**(305) 524-7509 BROWARD**



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Bureau of Labor Statistics  
Collective Bargaining Studies

U.S. Department of Labor



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*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

O.M.B. No. 44-R0003  
App. exp. March 31, 1980

July 31, 1979

AUG 17 1979 -R

Director of Industrial Relations  
Food Fair Stores, Inc.  
7000 Northwest 32nd Avenue  
Miami, Florida 33147

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s): with your Retail Stores  
and the ~~Retail Clerks International Association~~, local #1625. The agreement we  
have on file expired April 1978. UFCW

1981

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage  
schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without  
change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or  
public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD  
Commissioner

2452  
8-17-83

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*If more than one agreement, use back of form for each document. (Please Print)*

1. Approximate number of employees involved 1500
2. Number and location of establishments covered by agreement 72 (Florida East Coast from Ft. Pierce to Key West)
3. Product, service, or type of business Retail Grocery
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

Thomas C. Froeba, Director, Industrial & Public Relations 305-696-0620  
Your Name and Position Area Code/Telephone Number  
7000 N. W. 32 Avenue Miami FL 33147  
Address City/State/ZIP Code

X-4/81